

## REMARKS

The Examiner's attention to the present Application is greatly appreciated.

In the Office action of September 14, 2004, the Examiner agreed to withdraw its previous final rejection. However, the Examiner has now indicated that the claims now in this case are rejected under 35 U.S.C. § 103.

By the above amendments to the claims, Applicant believes that it has overcome the rejections. Specifically, Applicant has cancelled Claims 1 - 10 and 21 - 27 and 37 - 39 which were directed to Applicant's invention of a network system for facilitating negotiation and purchase of good and services by using two real time 2-way communication connections. Applicant concedes that this concept appears to have been suggested in the prior art cited by the Examiner. However, Claims 11 - 20 and 28 - 36 remain pending in the present Application. Each of these claims are directed to Applicant's invention of the method for facilitating the negotiation and purchase of good or services utilizing a combination of primary sellers and *virtual* sellers. Applicant contends that the combination of primary sellers and virtual sellers is nowhere suggested in the prior art, and therefore the remaining claims are believed allowable.

REJECTION UNDER 35 U.S.C. § 103

In the recent Office Action, the Examiner rejected the remaining claims primarily in view of *Roberts* (U.S. Patent No. 6,295,511) and/or *Ahluwalia* (U.S. Patent No. 6,728,685). Specifically, the Examiner contends that *Roberts* discloses a network system for facilitating the negotiation and purchase of goods or services including a first real time communication link over a network for communicating transaction data and a second communication link for transmitting voice.

The Examiner concedes that *Roberts* does not disclose a primary seller computer terminal and a separate virtual seller computer terminal each capable of completing the sale of the primary seller's goods or services over the network. Meanwhile, the Examiner also concedes that *Ahluwalia* also does not disclose this feature. However, the Examiner contends that *Ahluwalia* discloses a customer service center over a network, and that it would have been obvious to a person of ordinary skill in the art to modify *Ahluwalia* so that the customer service representative could also close the sale.

Respectfully, *Ahluwalia* provides no such suggestion.

*Ahluwalia*

This reference discloses an Internet website for selling cars, primarily for the Ford Motor Company. However, the reference does not provide any suggestion for a “virtual”

seller in the event that the primary sales operator, in this case Ford Motor Co., is not available. Instead, the Examiner argues that it would have been obvious to one having ordinary skill in the art to include the additional virtual seller “since it has been held that mere duplication of the essential working parts of the device involve only routine skill in the art.

#### Applicant’s Invention

Claims 11 and 28 and their dependent claims, include the limitation that Applicant’s invention includes both “primary” seller and “virtual” sellers of goods or services. As claimed, the virtual sellers include a database of the goods or services of a primary seller. As clarified by the above amendments, the virtual sellers are not merely customer service reps. and are not merely ordinary sellers of their own goods or services. Instead, the virtual sellers provide a separate platform for selling the goods or services of the primary seller when the primary seller is incapable of completing a sales transaction. Such events may occur when the primary sellers employees have gone home for the day or when the primary seller has a company-wide vacation day. These virtual sellers still communicate through a real-time two-way data connection with the buyers. However, the virtual sellers take the place of the primary seller under predetermined conditions to complete sales.

#### ARGUMENT

As admitted by the Examiner, the prior art does not disclose a network system including both primary sellers and virtual sellers wherein the virtual sellers are selectively

connected by the host processing system based upon predetermined criteria. Moreover, the introduction of virtual sellers cannot be considered obvious as merely a duplication of essential working parts for several reasons. First, the virtual sellers do not take the place of the primary seller. To the contrary, the virtual sellers are selected when predetermined criteria suggests that the primary sellers are incapable or not properly situated to complete the transaction. Thus, the virtual sellers cannot be considered mere duplication as they perform an additional function not previously provided.

Moreover, there is no suggestion to modify the customer assistance center of *Ahluwalia* to provide sales. To the contrary, this reference plainly describes the sales being completed by the buyer directly with the primary seller, in this case the Ford Motor Co. Instead, the customer assistance center is provided to track the sale of the vehicle and provide other assistance. Thus, there is no suggestion that this customer assistance center is capable or otherwise suggested to make sales, as the sales are already contemplated to have taken place. Moreover, there is no suggestion in *Ahluwalia* that the primary seller is ever incapable of completing a sales transaction. Thus, *Ahluwalia* does not provide any suggestion for any need for any virtual seller.

Because the prior art references, alone or in combination, provide no suggestion for a network system for facilitating the sales of goods or services using both primary sellers and virtual sellers as well as a host processor system for selectively connecting a buyer with a primary seller or virtual seller based upon predetermined criteria, the claims of the present application are believed to be in condition for allowance.

## CONCLUSION

The claims in this case are believed to be in condition for allowance and notice thereof is respectfully solicited. If there are any remaining issues that need to be resolved, it is respectfully requested that a telephone call be placed to the undersigned.

Respectfully submitted,

DRUMMOND & DUCKWORTH

A handwritten signature in black ink, appearing to read "David G. Duckworth", written in a cursive style.

David G. Duckworth  
Registration No. 39,516  
Attorneys for Applicant  
Tel: (949) 724-1255